

IN SENATE OF THE UNITED STATES,

JANUARY 22, 1824.

Mr. RUGGLES, from the Committee of Claims, to whom was referred
the petition of Amasa Stetson, of Boston,

REPORTED:

That the petitioner was appointed a Deputy Commissary General of purchases, at the commencement of the late war, and that he continued to serve in that capacity until some time after the conclusion of peace. The whole amount of money disbursed by him, in the discharge of the duties of his office, was about \$700,000. On the settlement of his accounts at the Treasury Department, he was allowed a compensation for his services, at the rate of two and an half per cent. on the disbursements made by him in each and every year, excepting when the two and an half per cent. in any one year amounted to more than two thousand dollars; he received no more than that sum, it being the maximum allowed by law. Two and an half per cent. on the whole sum of money disbursed, would have amounted to \$17,500. The whole amount of compensation received by the petitioner, for nearly four years services, was \$5441 74. The petitioner was, also, allowed at the Treasury Department the sum of \$788 77, for interest paid by him to William Gray and Thomas Furber, for purchases made of them for the use of his Department, for which, at the time of purchase, he had not in his hands funds of the government to advance. The petitioner now claims a further allowance, under the following heads:

1st. Amount of interest actually paid by him for purchases in his Department, in pursuance of positive orders, and on the promise of funds, when funds were not remitted to him in time for payment.

2d. Purchases made by him, for specie, by which a great advantage accrued to the government, while the funds thus advanced, were refunded to him in Treasury Notes, at a large discount; waiting more than a year for his pay, after the warrant was issued therefor.

3d. A balance due him on account of his pay as deputy commissary.

4th. "Extra duties performed by him under positive instructions, not supposed to have been, and not in fact, within the line of his duty; including actual expenses incurred by him in performing such extra duties."

Under the 1st item—the committee are of opinion, that the petitioner ought to be allowed the sum of \$2081 49, being for interest paid by him for money loaned for the use of the Government.

Under the second item—although the committee are aware, that there was some difference between the value of specie and treasury notes, at the time payment was made to the petitioner, yet they deem it inexpedient to make any allowance in this case, as there were a great number of the creditors of the Government, who stood in the same situation, and to whom no relief has been granted.

Under the third item—the committee are of opinion, that the construction given to the law, determining the amount of pay due the petitioner for his services, as deputy commissary of purchases, is correct, and that no further allowance ought to be made.

Under the fourth item—from the evidence which has been laid before the committee, they are satisfied that the petitioner did perform various and important services to the country, not within the line of his duty as deputy commissary of purchases, under the orders of the officers of Government, for which he ought to be allowed and paid. Those services were rendered in the Quartermaster's Department, and in performing the duties of issuing commissary. The committee therefore believe that no more than justice will be done to the petitioner, by granting him the pay and emoluments of an issuing commissary for three years and three months and one third of a month, amounting to \$3,618 67. They therefore report a bill for his relief.

IN SENATE OF THE UNITED STATES,

JANUARY 26, 1824.

Ordered to be printed.

Documents accompanying the Report of the Committee of Claims, on the petition of Amasa Stetson.

TREASURY DEPARTMENT,

Third Auditor's Office, 13th January, 1824.

SIR: I have the honor to return the papers you left with me yesterday, relating to the claim of Mr. Stetson. The former reports made from this office, and which accompany the report, contain all the information on the points made by the petitioner, with the exception of that relative to the case of Mr. Tracy. His accounts were settled precisely on the same principle with that of Mr. Stetson as Purchasing Commissary.

He was appointed Purchasing Commissary 15th July, 1812. His first account was settled to the 30th June, 1813, for which he was allowed a compensation at the rate of \$2,000 per annum. His disbursements for that period exceeding that rate at a commission of $2\frac{1}{2}$ per cent. His next settlement was for the year ending 30th June, 1814, for which he also received \$2,000, upon the same principle as before. His last settlement as Commissary was from the 1st July, 1814, to the 30th June, 1815, for which he received at the rate of $2\frac{1}{2}$ per cent., amounting to \$1798 72. He was, however, allowed the pay and emoluments of an Assistant Deputy Quartermaster General for a part of the same time, by the decision of the Secretary of War, under the following circumstances: Prior to his appointment to the office of Deputy Commissary he had been employed as agent of fortifications at the same place, in which capacity he had made various disbursements, on which he had been accustomed to charge a commission of 4 per cent. He continued, during a part of the time of his appointment of Commissary, to make like disbursements, to the amount of \$68,403 16, under the heads of Quartermaster Department, Ordnance, and Fortifications, for which he claimed a like commission as before his appointment, in addition to his pay as Commissary; this was refused by the accountant, and submitted to the Secretary of War, who decided in favor of an allowance as Assistant

Deputy Quartermaster General, agreeably to his letter of the 21st December, 1814, a copy of which accompanies this statement. Under this decision, Mr. Tracy was allowed the pay and emoluments of that office, in addition to his pay as Commissary, from 1st July, 1812, to the 30th September, 1814. The duties, it will be perceived, here compensated for, were of a character to involve moneyed responsibility, and such as belonged to a Quartermaster to perform,

I have the honor to be,

Very respectfully,

Your obedient servant,

PETER HAGNER, *Auditor.*

The Hon. BENJAMIN RUGGLES,
Senate United States.

WAR DEPARTMENT,

December 21, 1814.

SIR: It would appear to me that no allowance should be made to Mr. Elisha Tracy on account of any disbursements for the Ordnance Department, or for fortifications, as such disbursements may be fairly considered as coming within his duties as Deputy Commissary of Purchases.

For the extra duties performed by him in the Quartermaster General's Department, he may be allowed an additional compensation, not exceeding the pay and emoluments of an Assistant Deputy Quartermaster General.

Mr. Tracy's claim, as well as that of Mr. Stetson's for clerk hire, fuel, &c. will be referred to the Commissary General of Purchases, who will report on them.

I have the honor to be, Sir,

Your obedient servant,

JAMES MONROE.

T. LEAR, Esq.

Report of the Committee of Claims, of the House of Representative, in the case of Amasa Stetson.

FEBRUARY 21, 1823.

The Committee of Claims, to whom was referred the petition of Amasa Stetson, of Massachusetts,

REPORT:

The committee made a report in this case at the last session of Congress, which they beg leave to adopt as a part of their report at this time.

Since the last Session, the Committee have received other documents in relation to this claim. To the letter from the Third Auditor of the Treasury, dated 15th instant, and the accompanying documents A and B, the committee would direct the attention of the House, and ask that they also may be considered as a part of this report.

From these papers the committee think it will appear, that the petitioner has no demand against the United States: Government was, at sundry times, in advance to him to a much larger amount than he ever was to Government. If, then, it should be admitted, (which the committee are not at all disposed to do,) that agents have a right to charge interest on their advances, Government would certainly have a claim, equally just, for interest on its advances.

As to the claim for the difference between specie, which the petitioner says he paid, and Treasury notes, which were refunded to him, the committee can see no liability, on the part of Government, to acknowledge the demand. In the first place, he was never ordered to borrow money; and no agent should be permitted to devolve responsibilities on his Government, without authority.

In relation to the claim for interest on the money borrowed, the committee have to remark, that the rule by which the petitioner's account has been settled, appears to be just and liberal; it is in the following words, viz: "The charges for interest paid by Mr. Stetson, to Messrs. Gray & Furber, are admitted, but no interest can be allowed on balances due to agents of this Department, nor in any case but when specially authorized by me." Under this decision of the then Secretary of War, (now the President of the United States,) the charges for interest paid, and for which Mr. Stetson produced receipts, were allowed. If he has any similar demand at this time, and can prove that he has actually paid interest, it will be allowed at the Department, without the interposition of Congress.

The charge for extra services, if correct and well founded, could also be settled at the Department, without the authority of any special law passed for that purpose. But, the committee think the petitioner performed no service which did not appertain to the line of his duty. The following resolution is, therefore, submitted to the House.

Resolved, That the prayer of the petitioner ought not to be granted.

The Committee of Claims, to whom was referred the petition of Amasa Stetson, of Boston, in the state of Massachusetts, offer to the House the following Report:

The petitioner states, that, at the beginning of the war with Great Britain, he was duly appointed a Deputy Commissary of Purchases, and continued to serve in the same office during the war and after its conclusion; that, notwithstanding the efforts he has made, his

accounts with the United States have not been finally settled; that, he believes, only a formal difficulty has precluded an investigation, arising from changes in the persons entrusted with the Department of War; that he, therefore, applies to Congress for redress.

The petitioner further states, that his claim against the United States is, generally, upon the following ground, viz:

For the interest of money, actually paid by him, for loans, indispensably necessary to enable him to comply with the pressing and urgent orders of Government, by which supplies were furnished on terms highly more advantageous than could have been procured at subsequent periods, when funds were advanced to him by Government.

For various disbursements necessarily made, of specie, in purchases for Government, whereby great advantages accrued to them, while he received, for the same, only Treasury notes at par, by the depreciation on which, great loss was sustained.

And, also, for various services performed by him, at the request of the Government, not connected with his duties under his appointment, for which he has not received any compensation whatever.

In the documents referred to the committee, it appears, there is another item constituting the demand against Government, viz: "a balance due the petitioner on account of his pay as Deputy Commissary."

The 7th section of the act, passed the 28th March, 1812, under which the petitioner was appointed, is in these words: "That the salary of the Commissary General of Purchases shall be three thousand dollars per annum, and the compensation to a Deputy Commissary shall not exceed two and an half per centum, on the public moneys disbursed by him, nor, in any instance, the sum of two thousand dollars."

The plain and obvious construction of the act appears to be this: That the compensation of a Deputy Commissary shall be two and a half per centum on the amount of moneys disbursed, but when this rule would give more than two thousand dollars, then the salary should be limited by that sum, and in no instance should go beyond it. But, in opposition to this construction, which the humblest capacity might comprehend, the petitioner is found to have claimed \$8,595 42 as a rightful compensation, when two and a half per cent. on the moneys disbursed, would give it to him; and, when two and a half per cent. would give him less than \$2000, he still claimed it, although, by the law, he was not authorized to demand it, unless the commission, at the rate of two and a half per cent. would exceed that amount. This part of the claim, therefore, appears to the committee unreasonable and improper. As to interest on the loans, to enable him to make purchases for Government, the committee has this general remark, that he was not ordered to borrow money. He alleges, in justification, that he apprised the officers of Government of his want of funds; but it is no where to be seen, from the documents, that he was directed to obtain a supply by resorting to loans.

Equally inadmissible is the claim for a loss sustained, by depreciation, on Treasury notes.

In regard to the claim for services performed beyond the line of his duties, the Committee believe it is perfectly in the power of the Department to make just compensation, without the interposition of Congress, whenever the allegations of the petitioner shall be properly supported by evidence.

The committee submit, herewith, and adopt as a part of their report, a letter from the 3d Auditor of the Treasury Department, dated 2d instant; copy, marked B, of a letter from the Secretary of War to the petitioner, and statement A, of the interest claimed.

The following resolution is offered to the House:

Resolved, That the prayer of the petitioner ought not to be granted.

A.

STATEMENT of the sums advanced to Amasa Stetson, late Deputy Commissary, and of the amount of disbursements made by him, as appears by the accounts settled in the office of the Accountant of the War Department.

This amount, remitted to him between the 29th June, 1812, the date of his acceptance, and the 31st December, 1812,	-	-	\$135,000 00
This amount, remitted to him between January and 3d November, 1813,	-	-	250,000 00
Received in the above periods, from Calender Irvine, Commissary General,	-	-	91,573 64
He disbursed between the 29th June, 1812, and the 31st December, 1812,	190,111	53	476,573 64
And in the 1st and 2d quarters of 1813,	162,068	14	
			352,179 67
Leaving in his hands, per settlement made 3d November, 1813,	-	-	124,393 97
This amount was remitted him in November and December, 1813,	-	-	42,800 00
He disbursed in the 3d quarter of 1813,	91,086	39	167,193 97
Do. 4th quarter of 1813,	42,118	04	
			133,204 43
Leaving in his hands, by settlement, 24th February, 1814,	-	-	33,989 54
Between the 24th February and 31st May, 1814, this sum was remitted to him,	-	-	73,936 10
			107,925 64
He disbursed, in the 1st quarter of 1814,	-	-	63,065 57
Leaving in his hands by settlement made 31st May, 1814,	-	-	44,860 00
His disbursements in the 2d quarter of 1814, amounted to	-	-	31,389 83
Leaving in his hands, on settlement, 16th August, 1814,	-	-	13,470 24
He disbursed in the 3d quarter of 1814,	-	-	22,062 65
Leaving due to him by a settlement made 14th November, 1814,	-	-	8,592 41
For this balance a warrant was issued from the War Department, No. 1658, on the 14th November, 1814, but, owing to some Treasury arrangement, the remittance on it was suspended, and			

STATEMENT—Continued.

the warrant finally cancelled. The balance, in the mean time, was not included in the subsequent settlements of his accounts, until the settlement made in July, 1815, when it was included to his credit.		
A remittance was made to him, on account, on the 14th November, 1814, the date of the above settlement, of	- -	12,000 00
He disbursed in the 4th quarter of 1814,	667 60	
And received a credit, under a decision of the Secretary of War, for interest paid to Wm. Gray and T. Furber, on the bills for Russia duck and woollens, bought of them; which interest had been previously suspended on settlement of Mr. Stetson's accounts,	788 77	
		1,456 37
Leaving due, by a settlement made 22d February, 1815,	- - - -	10,543 63
He received for the proceeds of public clothing, sold at auction, in January and February, 1816,	- - - -	10,284 89
		20,828 52
He disbursed, in the 1st quarter of 1815,	- -	14,729 76
Leaving in his hands, agreeably to a settlement made on the 13th May, 1815,	- -	6,098 76
He received for the proceeds of public clothing, sold at auction, in June, 1815,	- -	2,724 39
		8,823 15
He disbursed, in the 2d quarter of 1815,	6,145 54	
To which add the balance due him on the settlement made 14th November, 1814, on which a warrant had issued, was suspended, and now cancelled,	8,592 41	
		14,740 95
Leaving due to him on settlement 27th July, 1815,	- - - -	5,917 80
This balance was transmitted on the 13th October, 1815,	- - - -	5,917 80
He received for the proceeds of camp equipage, sold at auction, in May, June, and July, 1815,	- - - -	3,519 81

STATEMENT—*Continued.*

He disbursed, in the 3d and 4th quarters of 1815,	-	-	-	-	4,812 57
Leaving due him by a settlement made 31st January, 1816,	-	-	-	-	1,292 76
Which sum was remitted on the 31st Ja- nuary, 1816,	-	-	-	-	1,292 76
He received a remittance, on the 1st Feb. 1816, of	-	-	-	-	9,672 40
He disbursed, in the 1st quarter of 1816,	-	-	-	-	10,162 14
Leaving due him by a settlement 20th May, 1816,	-	-	-	-	489 74
Which amount was remitted to him 20th May, 1816,	-	-	-	-	489 74

EXPLANATION

Made by the petitioner, of statement A, furnished last session of Congress by the Third Auditor, to the Committee of Claims, and adopted by them as part of their report to the House of Representatives.

By an examination of that statement, it will be found the Accountant charged me with all the funds furnished, to the day on which he made the settlements, and credited me with the disbursements made to the close only of the quarter or period for which the accounts were rendered. In producing the balance which the statement exhibits, of \$124,393 97 cents, against per settlement made the 3d of November, 1813, \$180,000 furnished by Government the second year, is added to the funds furnished during the first year, and, together, charged against the disbursements made within the first year. The settlement made by the Accountant, 3d November, 1813, was of my accounts of receipts and disbursements for the year ending 30th June, 1813, by which, it will be found, document G, No. 1, I was \$56,403 77 cents in advance to Government, but, by adding the \$180,000 belonging to the second year, furnished after the 30th of June, and before the 3d of November, as that official statement shews, the balance in which I was in advance, is by the statement altogether concealed, and I am exhibited as holding the \$124,393 97 cents of the public money, on the 3d of November, and while, too, by the succeeding article of the statement, it is admitted \$133,204 43 cents was disbursed by me in the 3d and 4th quarters of 1813, and that \$91,086 39 cents of it was disbursed in the 3d quarter, ending 30th September, more than a month before the said 3d of November, when the settlement was made. Such, for correctness, is the statement generally, which was made the basis of Mr. Williams's report.

The statement of balances on which interest is calculated, and which was also furnished by Mr. Hagner, shews I was for two-thirds of a year in advance from \$16,652 to \$55,572.

The following is a statement of my accounts of receipts and disbursements, of even dates, from the commencement to the close of my official duties. The right hand column shewing the amount of balances in favor of Government, and the left hand against Government. The books of Government will test the correctness of the statement.

1812.				
30th Sept.	Balance due Government per settlement,	- - - - -	- - -	\$13,817 75
30th Oct.	Balance due A. Stetson, see statement of interest furnished by Mr. Hagner	- - - - -	\$16,652 42	
30th Nov.	Balance due A. Stetson	-	26,638 21	
31st Dec.	Do. do.	-	26,648 49	
1813.				
31st Jan.	Balance due A. Stetson,	-	30,754 04	
28th Feb.	Do. do.	-	40,439 44	
31st March	Do. do.	-	43,508 32	
30th April	Do. do.	-	40,913 79	
31st May	Do. do.	-	43,266 86	
30th June	Do. do.	-	55,572 20	
31st Dec.	Balance due Government	-	- - -	33,989 54
1814.				
31st March	Balance due A. Stetson	-	4,867 41	
30th June	Do. Government	-	- - -	13,270 24
30th Sept.	Do. A. Stetson	-	8,592 41	
31st Dec.	Do. do.	-	- - -	
	including warrant	- - -	12,650 83	
1815.				
31st March	Balance due A. Stetson, warrant is.	- - - - -	8,592 41	
30th June	Balance due A. Stetson, new warrant	- - - - -	5,917 80	
31st Dec.	Balance due A. Stetson	-	2,209 90	
1816.				
30th April	Balance due A. Stetson	-	489 74	

COMMISSARY GENERAL'S OFFICE,
Philadelphia, May 28, 1813.

SIR: I have received letters from the War Department, under the dates of May 17th, 20th, and 25th of the present year, containing the following instructions, viz:

"The arrangements of the Treasury Department, with the several banks which have furnished money for the Government, on the late loans, make it necessary that you should open an account with those banks in which you may have credit from the Treasurer, on account

of this Department, and that the money be drawn as you may have occasion to use it: you will instruct your deputies accordingly.

“The Commissary General of Purchases, and his deputies, shall severally make, and transmit to the Secretary of War, monthly summary statements and quarterly accounts of the purchases and deliveries made by them, respectively, to the Accountant of the War Department, with the necessary vouchers, and agreeably to the forms which shall be prescribed by the Treasury Department.

“The estimates of your deputies should come through your hands, that you may constantly be advised of their arrangements, and be enabled to make such corrections as are proper, on which remittances will be made to them from this Department.”

From the foregoing instructions to me, it becomes my duty to instruct you as follows:

1st. When a draft is received from the Treasurer of the United States, or from the Commissary General, on a particular bank, payable to your order, the money must be deposited in the same bank, and drawn as you may have occasion to use it.

2d. A monthly summary statement of your purchases is to be sent to the head of the War Department, enumerating the articles purchased, the amount paid for them, the proportion chargeable to each Department, and the person to whom the stores have been delivered. A similar statement is to be furnished the Commissary General.

3d. Your quarterly accounts of receipts and disbursements, accompanied by vouchers, and stated according to forms which the Treasury Department will prescribe, are, in future, to be rendered to the Accountant of the War Department, for settlement.

4th. Estimates, containing an enumeration of the articles to be provided or paid for the estimated amount of them, classed under the Department to which they belong, are to be rendered as often as may be necessary, to the Commissary General. These estimates, if approved of by him, will be transmitted to the Secretary of War, with a request that the amount required may be remitted.

An edition of the military laws and regulations, for the government of the officers and agents of the War Department, is now publishing; as soon as it is in my power, a copy shall be furnished you.

Respectfully, I am, Sir,

Your obedient servant,

CALLENDER IRVINE,

Commissary General.

AMASA STETSON, Esq.

Deputy Commissary.

B.

The United States to Amasa Stetson,

Dr.

1813, July 12.	To interest at 6 per cent. on money advanced in fulfilment of contracts, entered into on account of Government, and paying for supplies urgently required of him for the army, between the 1st day of November, 1812, and the 12th instant, calculated half monthly, see statement of interest marked A, herewith transmitted - -	\$1,599 44
March 2.	Cash paid Thomas Furber, being 4 months interest on an invoice of woollen goods bought of him, October, 1812, and for which ready cash was promised. As funds could not be obtained from Government, interest was promised and paid to him, see abstract of purchases, clothing department, rendered 31st March, 1813, voucher 77, and certificate of Thomas Furber, marked B, herewith transmitted - -	314 77
April 21.	Cash paid his honor William Gray, being five months and eight days interest on his bill of duck bought for ready cash, and for want of funds to pay, interest was promised and paid to him; see abstract of purchases in quartermaster's dept. rendered 30th June, 1813, voucher 4, and certificate of his Hon. William Gray, marked C, herewith transmitted - -	474 00
		<u>\$2,388 21</u>

BOSTON, *September 30th*, 1814.

Received of Amasa Stetson, Deputy Commissary, twenty-three hundred and eighty-eight dollars and twenty-one cents, in payment for the above account.

AMASA STETSON.

The charges for interest paid by Mr. Stetson to Messrs. Gray and Furber, are admitted, but no interest can be allowed on balances due to any of the agents of this department, nor in any cases but when specially authorized by me.

JAMES MONROE.

BOSTON, *October 25th*, 1814.

This certifies that, on the 13th November, 1812, I sold A. Stetson, Esq. one thousand pieces ravens duck, which, he informed at the time, were bought for the army. I expected to receive the money upon delivery; but, he afterwards informed me, he was not in funds; therefore, promised to pay interest. Upon the 21st April following, he paid me the amount, with interest; which interest was for five months and eight days, at six per cent. per annum, and amounted to four hundred and seventy-four dollars. During the above named period, and for some months afterwards, Mr. Stetson paid interest at the state bank for considerable sums of money borrowed there, which I loaned him; which sums of money, I understood, he had advanced for army supplies.

WILLIAM GRAY.

BOSTON, *25th October*, 1814.

I, the subscriber, certify that, in October, 1812, I sold an invoice of woollen goods to the United States' Commissary, which, for the sake of ready cash, and, also, to close a concern, I sold much lower than goods of a like quality were then selling for. When I called for payment, I was put off several times. At length, Mr. Stetson told me, if I would wait till he could obtain funds from Government, it would oblige him, as he knew not how to raise the money, and that he would allow me interest. In March, 1813, the Commissary paid me for the goods, and three hundred and fourteen dollars and seventy-seven cents, being the interest on them for four months.

THOMAS FURBER.

TREASURY DEPARTMENT,

Third Auditor's Office, March 2, 1822.

SIR: I have the honor to acknowledge the receipt of your letter of the 22d instant, enclosing the petition and accompanying documents of Amasa Stetson; and, with reference to the wish of the Committee of Claims, as expressed in your letter, that I should furnish such information as I may possess respecting the nature and merits of his

claim, have to state, that the petitioner was appointed a deputy commissary of purchases in 1812, under the act of Congress, passed on the 22d of March, of that year; that, on the settlement of his accounts for receipts and expenditures, as such, by the late accountant of the War Department, deductions were made from his charges for compensation and for interest as hereinafter mentioned.

1st. Mr. Stetson having, for his first year's compensation, ending 30th June, 1813, charged \$8,595 42, as commission at $2\frac{1}{2}$ per cent. on his expenditures within that period, notwithstanding the law under which he was appointed had limited his compensation to \$2,000, the difference between that sum, and the amount charged, was disallowed - - - - - \$6,595 42

And he having, for the year ending 30th June, 1815, charged \$2,000, and a commission of $2\frac{1}{2}$ per cent. on his disbursements during that year, amounting to only \$1,082 86, the difference was disallowed - - - 917 14

\$7,512 56

For the year, ending 30th June, 1814, he charged, agreeably to law, \$2,000, which was allowed; a commission at $2\frac{1}{2}$ per cent. on the amount of his disbursements exceeding that sum; and for his disbursements from 1st July, 1815, to the 31st March, 1816, he charged a commission at $2\frac{1}{2}$ per cent. which, being conformably to law, was also allowed.

2d. Mr. Stetson having charged for interest paid, "and also for interest, at the rate of six per cent. on "money advanced in fulfilment of contracts entered in- "to on account of the Government, and paying for sup- "plies required of him for the army between the 1st "November, 1812, and 12th July, 1813, calculated half "monthly," - - - - - \$2,388 21

the demand was submitted to the Secretary of War, of whose decision the following is a copy: "The charges for "interest paid by Mr. Stetson to Messrs. Gray and "Furber are admitted; but no interest can be allowed "on balances due to agents of this Department, nor in "any case, but when specially authorized by me.

JAMES MONROE."

Under this decision, the charges for interest paid, and for which Mr. Stetson produced receipts, were allowed, amounting to - - - - - 788 77

And the residue, \$1,599 44

being the amount of a statement exhibited by him, and a copy whereof is herewith furnished, marked A. was deducted.

These appear to be the claims made by Mr. Stetson in his accounts, and rejected, and the reasons for their disallowance.

The accompanying copy of a letter, dated 3d April, 1820, from

the Secretary of War to Mr. Stetson, [marked B,] shows the ground upon which any further allowance has been refused.

With great respect,

Your obedient servant,

PETER HAGNER.

Auditor.

The Hon. LEWIS WILLIAMS.

Chairman of the Committee of Claims.

TREASURY DEPARTMENT,

Third Auditor's Office, 15th February, 1823.

SIR: I have the honor to acknowledge the receipt of your letter of the 10th instant, referring to me the petition and claim of Amasa Stetson, and stating the wish of the committee for information on the following points:

1. The dates or times when the petitioner had funds advanced to him by the Government, or its agents.
2. Whether the allegations of the petitioner is correct, when he states the utter failure of Government to supply funds.
3. How great was the amount of purchases made under the authority of letters, (in the printed statement) of the 5th October, 1812.
4. Whether the petitioner was, at any time, ordered to borrow money, and whether, notwithstanding his want of orders to borrow money, he has not been allowed and paid interest on all sums borrowed, to meet purchases, made pursuant to what he might have considered equivalent to an order "that he should purchase."

In compliance with the wishes of the committee, I have the honor herewith to hand a statement, marked A, extracted from the accounts of the petitioner, as settled by the late Accountant of the War Department, which exhibits the sums advanced at different times to the petitioner, and the quarter yearly disbursements made by him, and the amount of money appearing to remain in his hands at the period of each settlement made of his accounts.

It will be perceived, that, on a settlement made on the 14th November, 1814, a balance was found in his favor of \$8,592 $\frac{41}{100}$, for which a warrant was issued by the Secretary of War, but owing to some Treasury arrangements, the amount was not remitted to him by the Treasurer; a remittance, however, of \$12,000, on the same day, it will be observed, was made to him on account. The warrant for \$8,592 $\frac{41}{100}$ having been suspended, that balance was not, as will be seen by the subsequent settlements, taken into view, until the warrant was finally cancelled, and the amount then credited in the settlement of his account in July, 1815. The statement A contains all the information, it is believed, which is required by the 1st, 2d, and 3d queries, and embraces all the settlements made to the final close of the petitioner's accounts.

As regards the first section of the 4th query, I have the honor to state, that there is nothing on the files of this office, to show that the petitioner was ordered to borrow money; and in reply to the second section of the 4th query, I beg leave to refer you to the enclosed copy of an account, rendered by the petitioner for interest, marked B, by which it will be seen, that a claim was made for interest on money advanced, amounting to \$1,599 $\frac{44}{100}$, and for interest, actually paid by him, on bills for articles purchased, and not paid for at the time stipulated, amounting to \$788 $\frac{77}{100}$, making the whole amount charged for interest \$2,388 $\frac{21}{100}$. This claim was disallowed by the Accountant; the petitioner however, having subsequently obtained certificates from the persons to whom the \$788 $\frac{77}{100}$ was paid, copies of which are annexed to statement B, the account for interest was submitted, with these certificates, to the Secretary of War, whose decision will be found endorsed on the account B. The 788 $\frac{77}{100}$, by the decision of the Secretary of War, having been allowed, the petitioner received a credit therefor, as will be seen by reference to statement A, settlement 22d February, 1815, and appears to be the only sum for which he has received a credit.

The petition, with the papers which accompanied it, are returned.

Very respectfully,

Your obedient servant,

PETER HAGNER, *Auditor.*

The Hon. LEWIS WILLIAMS, H. R.

AMASA STETSON'S CLAIM.

The claim of Amasa Stetson, of Boston, formerly a Deputy Commissary of Purchases, upon the Government of the United States, includes the four following items:

1st. Amount of interest actually paid by him for purchases in his department, in pursuance of positive orders, and on the promise of funds, when funds were not remitted to him in time for payment.

2d. Purchases made by him, for specie, by which a great advantage accrued to the Government, while the funds thus advanced were refunded him in Treasury notes, at a large discount; waiting more than a year for his pay, after the warrant was issued therefor.

3d. A balance due him on account of his pay as deputy commissary.

4th. Extra duties performed by him, under positive instructions, not supposed to have been, and not, in fact, within the line of his duty; including actual expenses incurred by him in performing such extra duties.

It is believed that the claim of Mr. Stetson, on all the above grounds, is good, consistently with the laws of the United States, and the usages and rules of the Department of War,

It appears, by the following vouchers, marked A, numbered 1, 2, and 3, that he actually paid \$2,081 49 as interest on notes discounted by him for the use of the Government, in his Department.

No. 1. To the State Bank in Boston, between October		
15th, 1812, and July 8th, 1813	- -	\$1,136 16
No. 2. To William Gray		
	- -	862 67
No. 3. To James Prince, for money advanced, April		
13th, 1813, to purchase blankets at a sale of prize		
goods at public auction	- -	82 66
		\$2,081 49

Against the allowance of these items, it has been objected, 1st: that it is the duty of an agent to apply to the Government for funds, and not to advance them himself, and charge the Government interest therefor. This objection would be sufficient in principle, if the fact which it supposes were true. But it is difficult to perceive how stronger or more earnest applications could be made by an agent, than were actually made by Mr. Stetson, before advancing the money on his own credit. By documents, marked B, numbered 1 to 3, it appears such applications were made.

STATEMENT of interest, at six per cent, on the various sums advanced by Amasa Stetson, to meet such of the demands against Government, as could not be longer delayed, and to provide supplies required, which were indispensable to the necessities of the army, calculated on balances arising from half monthly statements, commencing with the first day of November, 1812.

1812, Oct. 31		Amount in the hands of A. Stetson, per acc't rendered 30th Sept. and amount rec'd since that time,		Amount expended since 30th September,		Balance due A. Stetson, interest on the same to the 15th November,		INTEREST.
			\$74,528 15	do. do. - -	\$91,180 57½		\$16,652 42½	\$41 63
Nov. 15	do. do. - -	Amount received,	50,000 00	do. do. - -	501 25	do. do. 30th Nov.	26,638 21½	66 60
30	do. do. - -		-	do. do. - -	2,920 79½	do. do. 15th Dec.	36,147 24½	90 37
Dec. 15	do. do. - -		10,000 00	do. do. - -	1,184 75½	do. do. 31st	26,648 49½	66 62
1813, Jan. 15	do. do. - -		-	do. do. - -	6,482 48	do. do. 15th Jan'y	29,569 28½	73 92
31	do. do. - -		-	do. do. - -	13,202 92½	do. do. 31st	30,754 4½	76 89
Feb. 15	do. do. - -		10,000 00	do. do. - -	14,502 39	do. do. 14th Feb'y	37,236 52½	93 09
28	do. do. - -		28,890 15	do. do. - -	22,456 64	do. do. 28th	40,439 44½	101 09
March 15	do. do. - -		5,000 00	do. do. - -	25,976 94	do. do. 15th March	25,051 68½	65 13
31	do. do. - -		10,000 00	do. do. - -	1,428 52½	do. do. 31st	43,508 32½	108 77
April 15	do. do. - -		20,000 00	do. do. - -	40,059 64½	do. do. 15th April	59,485 26½	148 71
30	do. do. - -		50,000 00	do. do. - -	12,293 43	do. do. 30th	40,913 79	102 28
31	do. do. - -		-	do. do. - -	10,047 5	do. do. 15th May	30,973 43½	77 43
June 15	do. do. - -		10,971 31	do. do. - -	11,388 73	do. do. 31st	43,266 86½	108 16
				do. do. - -	1,840 90	do. do. 15th June	53,313 91½	138 28
						do. do. 30th	53,731 30½	134 33
						do. do. - -	55,572 20½	
						Interest on the same to the 12th July, when the draft for the \$100,000 was received		1,488 30
								111 14
								\$1,599 44

DEPUTY COMMISSARY'S OFFICE, Boston, Sept. 30, 1814.

Errors excepted.

AMASA STETSON,
Deputy Commissary.

No. 1, a letter from Commissary General, February 5th, 1813.

2, do. do. December 19th, 1812.

3, do. do. April 4th, 1813.

Besides a great variety of extracts of letters to that effect, in Book of Extracts,

2d. It may be objected that, if Mr. Stetson was not provided with funds, it was not his duty to make purchases. If this objection were just, he still would have an equitable claim for money actually paid by him as interest, to the extent to which the Government was actually benefitted by the advances. Such an equitable claim throws itself on the mercy of the Government, and, depending on its being convinced of two facts, the loss by the agent, and the benefit to itself, can never be abused to purposes of fraud or imposition. On this ground, much might be said in favor of a mere equitable claim for interest of money borrowed for the Government, at a time when it found great difficulty in effecting loans; when supplies from the commissary's department were essential almost to the security of the country; and in a quarter where every motive of patriotism should have actuated the good citizen to support the sinking credit of the Government, by interposing his own. That the expenses at this time, owing to the recent capture of Gen. Hull's army, much exceeded the calculations of the Government, and the appropriations made to meet such expenses; and that the Secretary of the Treasury found it impracticable to meet such excess by the credit of the Government, are shewn by the letter, marked C, from Mr. Gallatin to the State Bank at Boston, dated October 8, 1812, pressing, in very strong terms, a further credit from that bank. And if, at this juncture, officers of those departments where the excess of expenses pressed with the greatest severity, superadded their own credit to that of the Government, to meet the crisis, and sustain the public faith, the claim, on the ground of equity alone, appeals with insuperable force to the Government and to the nation.

But the position itself may be questioned, that it was not the duty of Mr. Stetson to make purchases in his department, without having funds actually in his hands. The orders sent to him for purchasing, were in terms inconsistent with such a ground, and of a character too urgent to tolerate, for a moment, a scruple on the ground of the credit or sanction of the Government.

The documents marked D shew the instructions under which he acted, and the strong claims made on him.

No. 1 is a letter from the Commissary General, of the 5th of October, 1812, directing him to purchase, beyond the funds in his hands, to the amount of \$20,000, and promising that the sum should be remitted him by return of mail.

No. 2 is a letter from the same, October 6, 1812, directing him to purchase articles, particularly all the blankets he could find, *as the Government could not do without them.*

Nos. 3 and 4, letters of September 21st, and October 2d, 1812, to the same effect.

In pursuance of these explicit orders, and many others of the same kind, Mr. Stetson made large purchases, and applied for funds to meet them, as has been already shewn; but the funds, from causes already explained, not arriving, he was obliged either to give up his contracts, or to advance the money himself. To have rescinded his contracts, if practicable, would have been highly inexpedient, under the urgent circumstances of the moment. But, if expedient, it was absolutely impracticable, from two causes: first, the goods were either bought for instantaneous use, and were, perhaps, distributed before it was ascertained that his draughts would not be answered; or, they were delivered to him on his own credit, which he had pledged to the seller, in full faith that his remittances would be in season to enable him to redeem it. There were cases, indeed, where such contracts might have been rescinded, if the Commissary General, knowing of their existence, and of the want of funds to meet them, had directed, or even sanctioned such a course; and that Mr. Stetson would have had every personal motive to have rescinded such agreement, and was restrained solely from a regard for the interests of the government, will hereafter fully appear, by the fact, that the owner of the goods would have given him a large sum to have been discharged from the contract. That, on the 23d of October, 1812, he purchased blankets on his own credit, in pursuance of such urgent applications, appears by certificate marked E.

But the propriety of his course, and the justice of his claim, appear by another circumstance. That he acted with orders in purchasing without funds, appears by document D, No. 4, in which the Commissary General approves of the purchase of blankets; and it further appears, by the book of extracts, page 6 and 7th, that, on the 2d and 14th of November, 1812, he wrote to the Commissary General, notifying him that a disappointment in receiving the funds promised him, had forced him to borrow \$20,000 of Mr. Gray, and should be obliged to borrow more to meet his engagements, unless immediately relieved by the government. That the difficulties in this department were made known to the government, appears by the commissary general's letter to Mr. Stetson, of 5th February, 1813, (book of extracts, page 9) and by document B, No. 2; and yet no disapprobation was ever expressed against the mode of relief resorted to, of borrowing money to meet indispensable engagements. Nor was it until new loans, to a large amount, from the same urgent necessity, were contracted, and the accounts were rendered therefor, for interest, that the slightest intimation was made, of a difficulty in allowing them.

But the principle of this claim for interest, has already been sanctioned by the Government. On the 21st of April, 1813, Mr. Stetson agreed with Mr. Gray to pay him cash for 1000 pieces of duck, but, having no funds, he was unable to pay the cash, and interest was allowed Mr. Gray, until the time of payment. This appears by the certificate of Mr. Gray, A No. 2. This sanctions the contract for cash by an agent, under the circumstances of Mr. Stetson, and with-

out funds, and sanctions also the allowance of interest, where purchases were made for cash, and a delay made in the payment. It was a loan, by Mr. Gray, of the goods, instead of money, and is the same in principle, as when goods were bought of other people, and the money furnished on interest to meet the terms of payment. This purchase appears by document F, containing an abstract of purchases in the Quartermaster's Department, ending June 30th, 1818. The same charge of interest was allowed in the account of Thomas Furber, who had contracted for cash, and was disappointed in receiving it, from the want of funds in Mr. Stetson's hands. These items were, in the first instance, disputed and rejected, as appears by documents G, No. 1, and 2. but afterwards allowed, as per document H. That it was absolutely necessary for the public service, that purchases should be made by deputy commissaries, beyond the amount of funds in their hands, appears by a document marked I, being a letter dated the 25th of January, 1814, from the Commissary General to the Secretary of War.

But, if the charge for interest actually paid, should be deemed inadmissible by the Government, notwithstanding so many urgent reasons in its favor, the claim of Mr. Stetson must stand upon stronger and more favorable grounds. For, if it be true that a public officer can only be authorized to make purchases when funds are placed in his hands; and that, too, notwithstanding advantages may accrue to the Government from cash purchases, even when money is borrowed for the object, then, the contracts in question, were not contracts for the Government, but must be considered as made on Mr. Stetson's own account, as they were, in fact, so considered by the owner of the goods. Mr. Stetson, then, has supplied the Government with his own goods, purchased with funds borrowed by him on his own credit; and his claim is now only for the value of those goods, at the time when he afterwards received funds, and when, on the ground assumed by the Government, the purchases should have been made. If the Government sanction the contract as made on their own account, they sanction the only means by which it could be made, and, by receiving the effects, become liable for the price at which they were obtained. Or, if the Government refuse to sanction the only means by which a purchase could have been made on their account, when their agent was without funds, they of course do not claim to own the goods obtained by such purchase. Mr. Stetson is perfectly satisfied to waive all claim for interest, if the government will pay him the current price of the goods, at the time when funds were supplied, and that price which, it is believed, was actually paid at the same time, by other deputy commissaries. In this way, the Government is supplied with goods at a moment of great need, and when in want of funds, at the prices they would be obliged to pay by waiting until funds were procured for the purpose. They would thus get the goods in advance, and on a credit, at cash prices. If the purchase, without funds, by an agent, is not authorized; if borrowing money for their use be not sanctioned; the Government, of

course, will not claim a title to the goods, but, on the contrary, as they throw the loan of the money on the agent, they will leave him the goods for which it was exchanged. No other ground can be taken, because the Government, surely, will not take goods not their own, and refuse to the owner, either the sum they have actually cost him, or the fair market price; nor can they ever be supposed desirous of gaining an unreasonable advantage, at the expense, and to the injury, of one of their citizens. In this point of view, it is only necessary to ascertain the actual value of the goods delivered to the Government at the time when funds were placed in Mr. Stetson's hands, and to alter, accordingly, his accounts heretofore rendered therefor, as they were rendered on grounds now disaffirmed by the Government.

By the document marked E, No. 1, the certificate of Samuel Torry, and by the account of purchases rendered at the time, it appears that Mr. Stetson purchased of him 7644 point blankets, agreeing to pay cash therefor, but, for want of funds, was obliged to borrow money of Mr. Gray, and the payment was actually made by Mr. Gray's check. By this purchase, and that made of prize goods at Salem, also for cash, by money borrowed of Marshal Prince, as appears by his certificate A 3, comprising a purchase of 3273 point blankets, at about \$2 72 cents each, including those bought of Torry, a sum was saved, (over what the same goods would have cost on the 12th of July. 1813, when funds first came to Mr. Stetson's hands for that purpose) at the medium price of \$4 25, of \$16,680 59 cents. That the purchases were actually made at the time, at the prices above stated, appears by the abstract of purchases returned to the War Department, by Mr. Stetson, at those periods, to wit: the abstract for the 4th quarter of 1812, and for the 2d quarter of 1813, As these two instances absorbed only a part of the sums for which Mr. Stetson paid interest, it will readily appear how much the Government would save by sanctioning a loan, under the circumstances of Mr. Stetson, contracted to make purchases, when government funds were not provided for that purpose. More especially, when it appears, as it is understood, by the accounts rendered by other deputy commissaries to the War Department, at that time, that, when such loans were not resorted to, the high prices above stated were actually paid, at and after the 12th of July, 1813, the time when funds were supplied for such purposes. That a great saving was made by cash purchases, when funds were not in Mr. Stetson's hands, also appears by the certificate of L. P. Grosvenor, document K: that, in the middle of October, 1812, he contracted to sell some woollen goods to Mr. Stetson, for cash; that, on the 23d, he was ready to deliver them, when Mr. Stetson wished a delay for a few days until he could receive funds; this was declined by Mr. Grosvenor, and Mr. Stetson was obliged either to borrow the money or give up the bargain. He did borrow the money, and Mr. Grosvenor would have given him at that time 500, and, probably 1,000 dollars, to have rescinded the contract. For this loan

of-money, by which such a sum was saved to the government, *no interest has been charged* in Mr. Stetson's account. The benefit accruing to the government from these loans must be manifest; and, to render the justice of Mr. Stetson's claim unquestionable, it can only be necessary to show his actual want of funds at the period when the sums were borrowed for which interest has been charged. This is proved by his very urgent applications for funds during that period, and the answers returned to them; also, by his accounts rendered, numbered 1 to 4, and marked L, among the documents. By number 1, it appears, that, from the 31st of October, 1812, until 30th June, 1813, by balances struck semi-monthly, there was due Mr. Stetson, sums varying from 26 to 59,000 dollars. No. 2, is a quarterly account, ending first quarter in 1813, in which the balance claimed by Mr. Stetson is \$65,674 20 cents. No. 3, is a quarterly account, ending fourth quarter of 1812, in which the balance claimed is \$29,089 23 $\frac{3}{4}$ cents. No. 4, is a quarterly account for the second quarter of 1813, in which the balance claimed by him is \$79,180 46 $\frac{1}{2}$ cents, which, however, containing some errors and omissions, is reduced, as per document G, No. 1, to \$56,403 77. In this latter document, however, the balance due June 30th, 1813, (second quarter of that year) is not stated, as all moneys supplied subsequent to that time, and previous to the statement of the account, are brought into the statement by the Accountant, to wit: \$180,000. This appears by the letter of the Accountant, enclosed in that document. That this charge of interest was properly incurred by Mr. Stetson, and affords a just claim against the government, in the opinion of the Commissary General, appears by his letter, marked I, among the documents.

The second item of his claim, viz: for the difference between specie, advanced by Mr. Stetson to effect these purchases, and the value of Treasury notes, by which the advances were refunded to him, is conclusively supported on the same ground as the first. The money borrowed by Mr. Stetson for these purposes was specie, and it was therefore, impracticable for him to repay it, in treasury notes, unless at a large discount. The necessary allowance of the discount by him in repaying these loans, is, like interest, the sum paid by him for the use of the money to make the purchases; and, as the advantage to the government from these purchases was much greater in amount than both the interest and the discount, if they affirm the contract by receiving the goods, they become responsible for the whole price at which they were obtained. On the contrary, if the government do not affirm the contract, but consider the purchases made by Mr. Stetson as on his own account, until funds were placed in his hands, his claim, both to the interest and to the discount on Treasury notes, is superceded by an allowance of the fair market price. The discount on Treasury notes, at the several periods when it would affect this claim, appears by the statement marked L, among the documents. That Mr. Stetson advanced the money which was refunded to him in Treasury notes; that he was kept out of his pay from September,

1814, till November, 1815, and reasons why he was not before paid, will appear from documents L, No. 6, 7, and 8.

No. 6, is the Accountant's statement of the settlement of accounts to 30th June, 1815, shewing warrant No. 1,658, which issued in Mr. Stetson's favor, for the balance of \$8,592 14, found due, on settlement of his accounts, for the quarter ending 30th September, 1814, had been merged in his accounts, and a new warrant issued, for \$5,917 80.

No. 7, the letter of Joseph Nourse, Register, shewing Treasury Notes were transmitted in payment of that warrant.

No. 8, letter of Th. T. Tucker, Treasurer of the United States, shewing government were without funds to pay the warrant.

The third ground of Mr. Stetson's claim, is, for the balance of his pay as deputy commissary. As he discharged the duties of the office about four years, and the commission on the amount of purchases would exceed \$8,000, the sum of four years' salary, at 2,000 a year, he thinks he is entitled to that sum, after deducting the amount already paid him. The 7th section of the act of March 28th, 1812, provides, "That the compensation to a deputy commissary shall not exceed $2\frac{1}{2}$ per cent. on the public moneys disbursed by him, nor in any instance, the sum of \$2,000 per annum." Mr. Stetson claims only \$2,000 per annum, and less than $2\frac{1}{2}$ per cent. on the amount purchased by him. The only objection, probably, made to the claim, is, that, in one or more of the four years, the commission of $2\frac{1}{2}$ per cent. would fall short of \$2,000 a year; though, in other years, and on an average of the whole, it would exceed it. This construction of the law would not be equitable in this case, because the actual services for which the compensation was provided, and limited to the sum of \$2,000 a year, were not all completed in that year; but the purchases made in one year, and the payment, under the circumstances in which he was placed, in another. And, by the literal, as well as equitable construction of the law, he is entitled to the whole commission, until it would make an excess of compensation for services rendered, over 2,000 a year. It certainly could not be considered a sound construction, in a case where purchases to the amount of \$500,000 were made in one year, and the whole following year was employed in closing, adjusting, and settling the accounts, that only the sum of \$2,000 should be allowed for both years. The compensation of $2\frac{1}{2}$ per cent. is to be allowed until it exceeds the sum of \$2,000 a year. If it be objected, that the purchases, all being made in one year, the services were then completed for which the compensation was designed, and, therefore, it must be limited to that sum, no compensation would be allowed for the services of the second year, and, consequently, no obligation would exist to perform such services. The term *disbursement* of moneys, for which the compensation is allowed, must be made to include the acts of effecting a contract, from the first negotiation for a purchase, until the final adjustment of the account; and, by this construction, at once so obvious and so equitable, the whole object of the law will be accom-

plished—not to give an annual compensation exceeding \$2,000, nor, in any event, more than $2\frac{1}{2}$ per cent. on the whole amount of disbursements. This principle, it is understood, was acted upon in the settlement of the accounts of Mr. Elisha Tracy, another deputy commissary, for the state of Connecticut, whose purchases were made, more limited in amount, and attended with circumstances far less embarrassing, than Mr. Stetson's. The compensation allowed him during the whole period, it is understood, was \$2,000 a year; although the commission on some of the disbursements during those years, according to the mode of calculation objected to in this case, would have fallen short of that sum. That the compensation, under this construction, would be far from excessive, is strongly suggested in the copy of the letter from the Commissary General, marked M, among the documents.

This claim, for the balance of the compensation as deputy commissary, is, however, further supported by the fact, that, in the years when less than \$2,000 has been allowed Mr. Stetson, the whole commission was not credited to him, which, by law, he was entitled to receive. Purchases in the Ordnance Department were to be paid for by drafts on the deputy commissary of purchases, and he was ordered to make estimates for such purchases; and yet, after having made, and repeatedly reported such estimates, the money, after waiting a year or more for it, to meet such purchases, was placed in the hands of another officer, and the commission thus lost to Mr. Stetson. By the extracts in the document marked N, No. 1, it appears that purchases for the Ordnance Department were then to be paid for by drafts on the deputy commissary, and that funds, amounting to \$22,690, were delivered to Captain Talcott, for such purchases, which should have been delivered to Mr. Stetson. Also, by letter of Captain Talcott to that effect, N, No. 2, and general orders, to the same effect, from the Commissary General, N, No. 3. No. 4 is an order from the Secretary of War to return estimates. No. 5, letter of Captain Talcott.

There is also an additional reason for the allowance of this claim. At the time when the news of peace was received, Mr. Stetson had made contracts for considerable quantities of goods, which he managed to have given up, and disbursements on account of them actually saved to government. Though most of the labor of effecting a purchase had been performed, the compensation was lost, by preventing the disbursements; and this, too, was accomplished by Mr. Stetson's exertions. It should seem never to be a desirable ground for the government to assume, that meritorious exertions on the part of an agent, for the benefit of the government, should operate to defeat the vested rights of the agent himself.

The fourth ground of claim, is, for extra services not within the line of his duty as deputy commissary of purchases, for which no compensation whatever has been received, though large expenses were thereby incurred. The propriety of this claim is believed to be unquestionable. The duties of the officer are constituted, by the act of the 28th March, 1812, sec. 5th, to consist "in the purchasing of

arms, military stores, clothing, and generally all articles of supply requisite for the military service of the United States, when thereto directed by the Secretary of War, Commissary General of Purchases," &c.

The first instructions of the Commissary General, document P, were in conformity to the law, and the duty was confined to a purchase of the necessary supplies, and a delivery of them to the storekeepers. By these acts, the right to the commission, given by the law, was acquired. No services in relation to such goods could afterwards be exacted from this class of officers. But orders were afterwards issued from the War Department, from officers in command of the army, from the Commissary General, and from other officers in the general staff, directed to Mr. Stetson, and requiring from him the services of an *issuing commissary*, of taking charge of, and removing, the public stores to places of safety, of supplying prisoners of war, and of settling the accounts of the soldiers for clothing. That these services were not contemplated by the act, must be obvious, from the single reflection, that issuing stores, and settling soldier's clothing accounts, have no necessary connection with the purchase of stores, and, in point of time, might be done several years afterwards. As the compensation would be settled in the year when the purchases were made, and the accounts therefor finally closed, no compensation would, by this law, be received for such services. No reasoning, however, can be necessary upon the subject, as *the ground has been distinctly disclaimed by the War Department*. It is understood Mr. Tracy, the deputy commissary, before spoken of, and probably all others then in the service, were allowed, for similar services, the pay and emoluments of an assistant deputy quartermaster, during the whole of the war. Document R is a letter from Mr. Monroe, of December 21st, 1814, in which he states, "for services rendered by a deputy commissary in purchasing ordnance, or in disbursements for fortifications, no additional allowance should be made, as such services may be fairly considered within the line of his duty; but, for duties performed by him in the Quartermaster's Department, an allowance should be made, not exceeding the pay and emoluments of an Assistant Deputy Quartermaster General." The claim for clerk hire, fuel, &c. he did not decide upon, but referred to the Commissary General.

That orders were given Mr. Stetson for this extra business, appears by documents marked S. No. 1 to 6.

No. 1 is the order of the Secretary of War to issue ammunition, &c.

No. 2, letter of January 26, 1813, from Commissary General to issue for the recruiting service.

No. 3, letter of October 23d, 1813, enclosing order from Secretary of War to issuing commissaries.

No. 4, letter of November 24th, 1814, from same, enclosing a similar order.

No. 5, letter enclosing an order from War Department to remove the stores.

No. 6, district order to issue ordnance and stores.

That these services were actually rendered, with great labor and assiduity, appears by the documents marked T, No. 1 to 3.

No. 1. Deposition of D. Boardman, that these extra services engrossed a great part of the time, from an early hour in the morning until a late hour at night.

No. 2. The deposition of John Champney to the same effect.

No. 3. do. Josiah Davenport do.

That these services give a just claim on the War Department, appears by documents U, No. 1 to 4.

No. 1. Certificate of Maj. General Dearborn.

No. 2. do. of Maj. General Ripley.

No. 3. do. of Col. Freeman, paymaster, that detailed services were performed in the years 1815-16 in the settlement of soldiers' clothing accounts.

No. 4. Certificate of Dr. Eustis, formerly Secretary of War.

If precedents were necessary to govern in the decision of the claim of Mr. Stetson, they surely cannot be wanting in the accounts settled, of the expenses of the war, to shew, government has paid its agents and officers for special services; nor can Congress, a tribunal of equity, require judicial decisions to satisfy them that those who have labored for government are entitled to pay for their services, where years have been devoted to the performance of perplexing, laborious, and responsible services, such as Mr. Stetson requires pay for the performance of, nor that the other parts of Mr. Stetson's claim is just; if it does, the decision of the United States Court, in and for the Western District of Pennsylvania, in the action brought by the United States vs. Wm. B. Foster, to recover money which he retained, as payment for a claim made by him on government, similar to that of Mr. Stetson's. A copy of which case and decision thereof, is among the documents marked U, No. —

That Mr. Stetson should be reduced to the necessity of petitioning Congress for the payment of such a claim, cannot be well accounted for, on any other ground, than that the government is not acquainted with the claim.

T. No. 1.

I, Darius Boardman, Inspector in the department of the Customs, under General Dearborn, at Boston, testify and say, that I was employed as inspector of boots and shoes, and other articles of leather, by the United States commissary, at this place, at the beginning of the late war; that I served in that capacity, and assisted in the commissary's store about one year. That the commissary was constantly at the public business, early and late, superintending every thing that was done. That the time spent by him in attending to the public

stores, to the making up of the clothing, packing it for transportation, and making of issues, was much greater than that in which he was employed in making the purchases. The commissary always determined the particular use the clothes and other materials should be applied to, and attended to the delivery of them to the work people, and to the number and size of the garments returned by them, and to the packing of stores for delivery to the arsenal; he always superintended the inspections made by me, and that of the clothing. That, for more than six months in succession, the commissary kept me, and the other persons employed by him, engaged in the public business, from an early hour in the morning, till nine, ten, and sometimes till eleven, o'clock at night, and he was generally among the first to enter the establishment, and the last to leave it.

DARIUS BOARDMAN.

SUFFOLK, }
Boston, Mass. } ss.

I, Stephen Codman, Notary Public, and Justice of the Peace, residing in Boston, in the state of Massachusetts, do certify, that, on this tenth day of January, A. D. one thousand eight hundred and twenty, personally came Mr. Darius Boardman, of Boston, well known to me as a person of credit and veracity, and made solemn oath, that the within deposition, by him subscribed, contained the truth, and nothing but the truth, on the subject-matter to which it relates.

In testimony whereof, I have hereunto set my hand and seal notarial, the day and year aforewritten.

STEPHEN CODMAN,
Notary Public, and Justice of Peace.

T. No. 2.

CUSTOM HOUSE, BOSTON, Jan. 7, 1820.

I, John Champney, weigher and gauger in the custom house department, testify and say, that I was employed as an inspector, &c. by Amasa Stetson, Esq. in the United States Commissary's Department, from March, 1813, until the close of the war; that the commissary was occupied a much greater portion of his time in superintending the public stores, taking care of the public property, preparing supplies for transportation, and making the issues, than he was in purchasing supplies for the army. That, of all the business, public or private, with which I have been acquainted, I never knew any one more devoted to it than the commissary was to the public concerns. That the cloths, duck, &c. &c. which had been bought for the army, were, by the commissary, drawn out of the public store, and made

into clothing, tents, knapsacks, &c. &c. &c. for the use of the army, and re-delivered a second time into the public store, and the store-keeper's receipt taken for them; that the commissary personally attended this business in all its operations, as well in the application of the materials, to the use they were best suited to, the quantity delivered to the work people, the garments, &c. &c. returned by them, as of the clothing and packing the supplies for delivery into the public store, and for transportation; that, on the operation of this branch of the public business, the commissary necessarily devoted more than twice as much time as was required to make the whole purchases that were made by him. That, though there were inspectors of articles in the various branches of army supplies, the commissary invariably superintended the inspection of the making and sizing of clothing, and other articles made, as well as of those purchased: that, in time of pressure for supplies, it was not uncommon for the commissary to be at the public business, with those employed by him, from an early hour in the morning until 9 to 10 o'clock at night, for months in succession. The supplies provided here, were of a good quality, and I seldom, if ever, heard them spoken of by the officers, but in terms of approbation. That, on the news of peace, the commissary immediately checked the current of supplies, and closed most of the existing contracts.

JOHN CHAMPNEY.

SUFFOLK, }
Boston, Mass. } ss.

I, Stephen Codman, Notary Public, and Justice of the Peace, residing in Boston, in the state of Massachusetts, do certify, that, on this tenth day of January, A. D., one thousand eight hundred and twenty, personally came Mr. John Champney, of Boston, well known to me as a person of credit and veracity, and made solemn oath, that the foregoing deposition, by him subscribed, contained the truth, and nothing but the truth, on the subject-matter to which it relates.

In testimony whereof, I have hereunto set my hand and seal notarial, the day and year aforewritten.

STEPHEN CODMAN,
Notary Public, and Justice of Peace.

T. No. 3.

I, Joseph Davenport, of Roxbury, trader, testify and say, that I was prevailed on by Amasa Stetson, esq. to accept of the appointment of an Inspector of Clothing in the United States Commissary Department, in the beginning of the year 1813, and continued in that office until the Summer afterwards, when, finding it unpleasant to return home, a distance of four miles, at an hour so late, as I was for the

most part of the time under the necessity of doing, I resigned. That, during the time I was employed as Inspector, the Commissary was so intent in his application to the public concerns, that he declined a re-election to our Senate, and resigned the office of Director in the State Bank. That, for the greater security in the transformation of cloths into garments, a process which, under the greatest caution, is somewhat of doubtful result, the Commissary having reduced the contents of garments to square inches, required that cloths, before they were delivered to the work people, should also be reduced to square inches, to ascertain the number of garments and size of them which should be returned. The delivery of materials, return of clothing, sizing of it, and packing stores for transportation, was, for the most part, a business for the evening, that the Commissary might superintend it himself. Indeed, when the Commissary was not engaged in out-door business, he was constantly employed in superintending the various branches of supplies in all the stages of their operation.

JOSEPH DAVENPORT.

Suffolk, ss.

Boston, Massachusetts, January 5, 1820, personally came Joseph Davenport, of Roxbury, a person of respectable character, and made solemn oath, that the foregoing deposition, by him subscribed, contains the truth, and nothing but the truth, on the subject-matter to which it relates.

Attest,

STEPHEN CODMAN.

Justice of the Peace.

U, No. 2.

I certify that the Hon. Amasa Stetson continued to discharge the duties of Deputy Commissary of Purchases, or rather of Issuing Commissary, during the period of my command of Military Department No. 2, until April or May, 1816. His services were rendered indispensable, in the issuing of clothing, and the settlement of that species of account with the soldiers who were discharged during this period.

From the nature of his duties, I have no hesitation to say, he ought to receive an adequate compensation. During this period, besides the soldiers of New England that demanded discharges, there were great numbers who arrived from depots in England.

E. W. RIPLEY.

Major General, U. S. A.

Washington City, Feb. 8, 1818.

U, No. 3.

I, Nehemiah Freeman, late District Paymaster, in the United States' Army, do certify, that, in adjusting the accounts of the soldiers, discharged in Boston in the years 1815 and 1816, when I found a balance of clothing due to a soldier, I gave him, in obedience to the orders of Major General Dearborn, a certificate or memorandum to Amasa Stetson, esquire, Deputy Commissary General to the late army, stating the articles due, and I waited to be informed, in writing, from Mr. Stetson, that the soldier had received the value of such claim before I closed his account. I further certify, that these cases must have been numerous, but that it is now out of my power to recall their number or dates, for the documents, on which I stated each soldier's account of clothing, are the vouchers of my payments, and were quarterly transmitted to the Paymaster General at Washington.

Certified at Boston, this tenth day of January, 1820.

NEH. FREEMAN.



